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Fort Edward Central School District
And Fort Edward Support Staff

SD
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NEGOTIATED AGREEMENT BETWEEN

BOARD OF EDUCATION
FORT EDWARD UNION FREE SCHOOL
FORT EDWARD, NEW YORK

AND

FORT EDWARD UNION FREE SCHOOL DISTRICT SUPPORT STAFF
ORGANIZATION

JULY 1, 2002

TO

JUNE 30, 2007

RECEIVED

NOV 24 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

<u>Article</u>	<u>Article No.</u>	<u>Page No.</u>
Benefits	IX	13
Dues Deduction	XII	17
Grievance Procedure	IV	5
Holidays	VI	10
Leave Policy	VIII	11
Management of the District	II	3
Negotiating Procedure	III	4
Preamble	-	3
Recognition	I	3
Salary Schedule	XI	15
Seniority	X	14
Term of Agreement	XIII	18
Vacations	VII	10
Workday, Workweek & Overtime	V	8

PREAMBLE

Whereas, the Board of Education and the Support Staff Organization recognizes a joint and mutual interest in the growth and success of the Fort Edward Union Free District and recognizes that such essential factors are directly dependent upon the ability of the School district to provide quality education for the school children.

The Board and the Support Staff Organization agree to cooperate with each other at all times in maintaining harmonious relations, and promoting the efficient operation of the School District with particular emphasis upon the economical operation of the School District.

ARTICLE I

RECOGNITION

- 1.1 The Board of Education of the Fort Edward Union Free School District recognizes the Fort Edward Support Staff Organization for the purpose of collective negotiation, pursuant to the Public Employees Fair Employment Act, as the exclusive representative of a negotiating unit consisting of members of the Support Staff Organization of the School District during the regular school year on permanent or provisional appointments. Members include, but are not limited to the following: Teacher Assistants/Aides, Playground/Cafeteria/Noon-time aides, Cleaners, Bus Driver/Cleaners, Cafeteria Aides, Cleaner/Mechanic, Typist, Secretary, Nurse, Cook, Senior Account Clerk.
- 1.2 In the event of a challenge the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

ARTICLE II

MANAGEMENT OF SCHOOL DISTRICT

- 2.1 It is mutually agreed that the Board has and will retain exclusive right and authority to manage the School District and to direct the working force including, but not limited to, the right to plan, direct and control all the operations in the School District, the right to establish changes or introduce new or improved methods.
- 2.2 The Board has the right to hire, promote, suspend, transfer, discipline or discharge employees of the School District for legitimate reasons, in accordance with the Law.
- 2.3 All rights, powers, functions or authority possessed by the Board of Education are retained by the Board except as those rights are specifically modified by this agreement or any supplement to this agreement arrived at with the Support Staff Organization through collective bargaining.

ARTICLE III

NEGOTIATION PROCEDURE

- 3.1 Negotiating Teams – The Board, or designated representative of the Board, will meet with representatives designated by the Support Staff Organization for the purpose of discussion and attempting to reach a mutually satisfactory agreement.
- 3.2 Opening Negotiations – Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than 30 days following such request. Such request shall be made on or before January 15th of any school year. All issues proposed for discussion shall be submitted in writing by the Support Staff Organization to the Board or its designated representatives at the first meeting. The Board shall submit in writing to the Support Staff Organization representatives all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties concerned.
- 3.3 Negotiation Procedures – Designated representatives of the Board of Education shall meet at such mutually agreed upon times with representatives of the Support Staff Organization for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach a mutual understanding and agreement.
- 3.4 Exchange of Information – Both parties agree to furnish each other, reasonable request, information pertinent to the issue or issues under consideration.
- 3.5 Consultants – The parties may call upon consultants to assist in preparing for negotiations and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.
- 3.6 Committee Reports – The parties agree that, during the period of negotiations, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties.
- 3.7 Reaching Agreement – When consensus is reached covering all areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Support Staff Organization for ratification and the Board of Education for ratification and approval. Following ratification by majority of the Support Staff Organization membership and by majority of the Board of Education, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official. The memorandum of understanding will be signed by a representative of each party or the same evening the understanding is reached.

ARTICLE IV

Grievance Procedure

4.1 Declaration of Purpose – Whereas, the establishment and maintenance of harmonious and cooperative relationship between the Board of Education and the Support Staff Organization is essential to the operation of the schools, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of any member in the organization through procedures, under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its Support Staff are afforded adequate opportunity to dispose of their differences without the necessity of the time consuming and costly proceedings before administrative agencies and/or in the courts.

4.2 Definitions

4.2.1

A grievance is the complaint by an employee of the School District in the Support Staff Organization of an alleged violation of any of the terms and conditions of an agreement between the Board and the Support Staff Organization.

4.2.2

Supervisor shall mean immediate designated administrator.

4.2.3

Chief School Officer is the Superintendent.

4.2.4

Organization shall mean the Fort Edward UFSD Support Staff Organization.

4.2.5

Aggrieved Party shall mean any person in the negotiation unit filing a grievance.

4.2.6

Grievance Committee is the committee created and constituted by the Support Staff Organization.

4.2.7

Hearing Office shall mean any individual or board charged with the duty of rendering decisions at any stages of grievance hereunder.

4.2.8

A party of interest shall mean any person named in a grievance who is not the aggrieved party.

4.3 Adjustments of Complaints and Grievances

4.3.1

For the purpose of effectively representing its members, the Support Staff Organization shall designate a Grievance Committee from the Organization membership of not more than five (5) members. The Organization shall furnish the Board of Education the names of the Grievance Committee. Also shall promptly notify the Board of any change therein.

4.3.2

Should a grievance or misunderstanding arise between the Board of Education and the Support Staff Organization, or any of its members, as to the meaning and application of this Agreement or to any of its provisions, an earnest effort should be made to settle the same promptly in the following order and manner:

Step 1 – Between the member and his immediate supervisor or his representative, provide the Organization may, if it so desires, be represented by a member of the Grievance Committee. If the matter is not satisfactorily settled at this point within two (2) school days, it shall be reduced to writing, dated and signed by the aggrieved member and presented in writing to the member's Superintendent with a copy given to the Organization's Grievance Committee. In the first step of this grievance the Board's representative will discuss the problem with the Superintendent before he makes any decision on the grievance.

Step 2 – Between the aggrieved member and a member of the Organization's Grievance Committee and the Superintendent or his representative. If the grievance is not satisfactorily settled at this step within three (3) school days, it may then be referred to the next step.

Step 3 – Between the Organization's Grievance Committee and the Board of Education or their representatives. If the grievance is not satisfactorily adjusted at this step within ten (10) school days it may be referred to the next step.

Step 4 – A Board of Arbitration consisting of one Arbitrator selected by the Board of Education and one arbitrator selected by the Association, such selections to be made within five (5) school days of the receipt of notice of arbitration. The two arbitrators thus selected shall try to agree upon a third arbitrator who shall act as Chairman of the board of both parties. If the two arbitrators are unable to agree on a third arbitrator within five (5) school days, they jointly will request service from P.E.R.B. or the New York State Mediation Board to assign the third arbitrator.

4.3.3

The Board of Education and the Support Staff Organization shall each pay the expenses of the respective arbitrators selected by them and shall jointly pay the expenses of the third arbitrator.

4.3.4

If at any of the foregoing steps a grievance is not adjusted within the prescribed number of school days as provided for in each step above, and it is not thereafter taken to the next step within a like number of additional school days, it shall be conclusively presumed that the grievance no longer exists.

4.3.5

No action or matter shall be considered the subject of a grievance unless it is presented at the appropriate step in the grievance procedure within five (5) school days of its occurrence.

4.3.6

By mutual consent between the Board and the Organization, the period of time in steps (1) one to (4) four inclusive may be extended.

4.3.7

The Board and the Organization may call the aggrieved employees or any other person into any of the meetings provided for in the third and fourth steps of this article.

4.3.8

"School Days" referred to in this article shall not include Saturdays, Sundays or Holidays.

4.3.9

No representatives, arbitrators, or Board of Arbitrators shall have the right to vary or change any provisions of this agreement.

4.3.10

It is further agreed by the parties that nothing shall become subject to arbitration by either the board of the Organization or any individual covered by this Agreement unless the charging party will show specifically wherein the Agreement has been violated.

4.3.11

No reprisal will be taken against the aggrieved party or any participant in a grievance by reason of such grievance or participation therein.

4.3.12

Notice of tentative teaching assistant job assignment shall be given by June 1st of the preceding year.

ARTICLE V

WORKDAY, WORKWEEK AND OVERTIME

- 5.1 A normal workweek for all full time office personnel shall consist of 37 ½ hours, consisting of five (5) days at seven and one-half hours per day (7 ½).
- 5.2 A normal workweek for all full time day maintenance employees shall consist of 40 hours, consisting of five (5) days at eight (8) hours per day; night employees will work five (5) days at seven and one-half (7 ½) hours per day, i.e.: 8 hours less ½ hour "paid" lunch break. The Organization agrees that employees may be required to work in excess of forty (40) hours a week. A full time teacher assistants workweek shall consist of 30 hours, consisting of five (5) days at six (6) hours per day.
- 5.2.1 Employees *may* be required to attend four (4) meetings per year beyond their regular workday. The meeting shall not exceed one (1) hour.
- 5.3 Time and one-half shall be paid to all employees for all hours worked in excess of forty (40) hours as provided for by applicable Federal and State laws or regulations.
- 5.3.1 All employees will be paid for extra hours when they are required to work beyond their normal workday. This is subject to **pre-approval by the Superintendent of Schools.**
- 5.3.2 Classes/Courses **mandated** by the Superintendent will be paid by the district. If the class/course occurs outside the employee's workday, the employee will receive his/her hourly rate for the time while the class is in session, and the district shall reimburse mileage.
- 5.4 The Board agrees that the opportunity to work overtime shall be distributed as equally as possible. Overtime must be approved by the Superintendent in advance.
- 5.5 All holidays will be counted as time worked for the purpose of computing overtime wages.
- 5.6 (A) Call-in time shall be defined as that time when an employee is called in for emergency reasons other than normal working hours or temporary shift changes. Said employees shall be paid for a minimum of three (3) hours for each occurrence and shall receive prior approval of the Superintendent or other person designated by him.
- 5.6 (A).1 At the Supervisors direction, day and night crews will share responsibilities of snow removal when needed.
- Days that school is in session, shift members will be required to come in early in the case of day crew or stay late in the case of night crew.(All shift members are responsible to keep school entrances cleared and safe during school use hours i.e school sports and special events.)

- Days that school is closed, the Supervisor will appoint staff to do snow removal according to their respective shifts. May be done on rotating basis. Supervisor will determine hours (times during shifts) to be covered.
- Weekends: Supervisor will request staff to maintain school grounds. Staff will be appointed to cover on a fair and equal basis(possible rotation). Supervisor will determine hours to be worked.

(B) Explanation of understanding of 5.6 as discussed by mutual agreement: three (3) hours pay at straight time plus hours worked to complete assignment at time and one half.

(C) When called in to work the early shift, employee will work the call-in shift and their regular shift. Paragraph 5.6A does not apply.

- 5.7 Maintenance Staff – Day off in future for snow day worked at the employee's discretion when school is not in session providing it does not cause a conflict subject to Superintendent's approval.
- 5.8 When school is closed for the day all full time employees will be off except the maintenance staff. Maintenance staff will follow paragraph 5.7 above. All full time staff gets paid for said day off.
- 5.9 All custodian and custodian/bus drivers are mandated to work on those days where there is an emergency situation. This would include snow removal.
- 5.10 Extra-curricular and athletic events bus trips will be assigned **EQUALLY** on a rotation schedule established by the transportation supervisor and shall include full-time, part-time and substitute drivers. **Transportation supervisor will not take bus trips unless all drivers in the rotation have refused trip and/or it is an extreme emergency as noted by the building principal or Superintendent of Schools.**
- 5.11 Bus Drivers mandated meetings outside of work hours will be paid in accordance with contract provisions.
- 5.12 **All employees are mandated to punch the time clock when arriving to work and at anytime when leaving the building. Failure to comply will result in the employee being considered late. Any employee who punches the time clock for another employee will be terminated.**

ARTICLE VI

HOLIDAYS

- 6.1 There shall be paid holidays for 12 month full time employees as follows:

July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving plus the Friday following day, Christmas Day, New Year's Day, Good Friday, Memorial Day, Martin Luther King's birthday and either Lincoln's or Washington's Birthday, i.e., the one which results in school being closed.

There shall be two (2) additional days, i.e., one during Christmas Holiday and one during New Year's Holiday. Whether these be taken the day before or the day after the holiday shall be determined by the Superintendent.

- 6.2 These shall be paid holidays for 10 month full time employees as follows:

Columbus Day, Veteran's Day, Thanksgiving plus the Friday following day, Christmas Day, New Year's Day, Good Friday, Memorial Day, Martin Luther King's Birthday and either Lincoln's or Washington's Birthday, i.e., the one which results in school being closed.

There shall be two (2) additional days, i.e., one during Christmas Holiday and one during New Year's Holiday. Whether these be taken the day before or the day after the holiday shall be determined by the Superintendent.

ARTICLE VII

VACATIONS

- 7.1 All vacation is based on the time from the beginning to the end of each contract period i.e., July through June.
- 7.2 During first contract year of employment, earned vacation will be pro-rated. Vacation time will be taken next contract year.
- 7.3 After one (1) full contract year of employment, two (2) weeks vacation will be earned.
- 7.4 After five (5) full years of employment, three (3) weeks vacation will be earned.
- 7.5 After ten (10) full years of employment, four (4) weeks vacation will be earned.
- 7.6 After eighteen (18) full years of employment, six (5) weeks vacation will be earned.
- 7.7 After twenty-five (25) full years of employment, six (6) weeks vacation will be earned.

- 7.8 Request for vacation should be made at least 30 days in advance to the designated administrator.
- 7.9 The Chief School Officer will determine all vacation schedules. However, subject to considerations of operating efficiency, vacations will be scheduled at the times most desired by the individual employees, with the due regard to seniority in cases of conflict. The right to determine vacation schedules shall include, whenever circumstances make it necessary to maintain operating efficiencies, the right to reschedule an employee's vacation. The last full week of school and the first full week of summer vacation also the last full week of summer vacation and the first full week of school are vacation weeks not available to all office personnel and administration.
- 7.10 Vacation rights, except as specified above, shall be exercised in the school year in which they accrue, but may be carried over to any later school year if not used within the given year with Chief School Officer's approval.
- 7.11 Some full-time employees may work a teachers' schedule therefor the vacation schedule will not apply to them.

ARTICLE VIII

LEAVE POLICY

- 8.1 Leave as authorized within this policy shall be granted to each full-time employee by the Superintendent with first concern for the best interest of the pupils and fairness according to the individual merit and need of each request. The request must be submitted in writing.
- 8.2 Sick Leave – Each full-time employee is entitled to twelve (12) days sick leave per year, with unlimited accumulations. Six (6) days will be available on July 1st and six days available on January 1st of each year. Any employee who uses sick days not yet earned and then terminates employment will receive an adjustment in his final salary. Each day unearned will be deducted from final gross wages. Part time employees (4 hours or more) are entitled to two (2) sick days per year with unlimited accumulation – equated to daily hours scheduled.
- 8.2.1 Use of sick days must be verified by employees in writing on a form designated by the Board. This verification must be completed within two (2) days from the date said employee returns to work after an illness.
- 8.3 Death in Immediate Family – Four days with pay for absence caused by death in his or hers spouse's immediate family (not to be deducted from sick leave). The immediate family shall consist of parents, legal guardian, husband, wife, children, brother and sister of an employee. Also grandparents are included in immediate family.

- 8.3.1 All days beyond four (4) days in the case of 8.3 approved for this absence shall be deducted from the accumulated sick leave.
 - 8.3.2 A request in excess of four (4) days in the case of 8.3 at any one time shall not be granted except that any application of the above rules results in excessive hardship to any employee. The request should be arranged through the Superintendent.
- 8.4 Personal Business – Subject to the prior approval of the Superintendent through the immediate Supervisor, an excused absence of 3 days per year for any personal business will be granted. Personal days not used are added to accumulated sick leave. Part time employees (4 hours or more) subject to prior approval of the Superintendent through the immediate Supervisor are entitled to one (1) personal day.
 - 8.4.1 When possible a request for personal days must be submitted in writing on a form designated by the Board at least two (2) days in advance of the desired day or days off.
 - 8.4.2 Leave may be granted without pay at the discretion of the Superintendent and the Board.
- 8.5 Illness Family – Full salary for a period not to exceed three (3) days per year will be paid to any employee during his absence caused by illness in his immediate family. The immediate family is to consist of parents, legal guardian, children, husband, wife, brother and/or sister.
 - 8.5.1 All days beyond three days approved for this absence shall be deducted from accumulated sick leave.
- 8.6 All employees who work less than 12 months will have all benefits pro-rated.
- 8.7 An employee shall be granted an unpaid child care leave for up to two full years upon the written request by the staff member and the recommendation of the Superintendent and Board.
- 8.8 The employee returning from child care leave is entitled to a position in the same area from which the employee left when the leave began.
- 8.9 Adoption. A employee adopting an infant child of four years old or younger shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption. Maximum length of the leave shall be two years, and the employee, except in emergency, shall give thirty days notification.
- 8.10 A bargaining unit member has the right to continued all-district insurance benefits during said leave providing he/she pays to the District the full cost of all insurance premiums. (NOTE: If applicable, FMLA coverage applies.)

ARTICLE IX

BENEFITS

- 9.1 Health Insurance shall be mutually agreed upon by Administration and Support Staff employees.

The District will provide an IRC 125 cafeteria plan with the District paying administrative costs. (NY Preferred Group Administration).

The employer agrees to pay a portion of the premiums for Empire Matrix and Blue Cross/Blue Shield PPO. Employees will contribute 10.5% of the premium in year one and the contributions will increase .5% each year. In year two of this said agreement the employees contribution will be 11%, year three 11.5%, year four 12%, and in year five 12.5%.

The employee agrees to contribute a 2% increase each year in their Dental and Prescription premiums. Starting with 2% in year one, 4% in year two, 6% in year three, 8% in year four, and 10% in year five.

The election of either plan can only change once per year in the month of June. An employee selecting coverage under this provision shall not be eligible for separate Blue Cross Prescription drug insurance coverage.

When an employee and spouse are both employees of the District will offer either two individual plans or a single family plan.

- 9.2 Retirement shall be that 1/60th non-contributory retirement plan as offered by the New York State Employees Retirement System.

In addition to any other benefits attainable upon retirement from service, a retirement emolument shall be paid to eligible members of the unit as defined below:

The employee shall:

- (A) Be eligible for service retirement as defined by the Employees Retirement System;
- (B) Have served in the District for ten (10) years;
- (C) Notify the Superintendent's Office in writing, no later than February 1, of your intention to retire at the end of the current school year.
- (D) Said benefit shall, at the employee's option, be paid in a lump in the July following retirement or be made in two payments: July following retirement and the following January. If the two payment method is selected, the employee shall select the amount to be paid in said payment (e.g.: 50% July; 50% January).

The emolument shall be computed as follows:

- (A) An employee who is eligible to retire shall receive his daily rate of pay times 50% of the number of accumulated sick days not to exceed a cap of \$25,000.

Health Insurance election for retirement incentive proceeds.

For those employees who receive retirement incentive payment pursuant to this section at the election and direction of the employee, in place of the cash pay out, the district will establish an equivalent credit up to but not to exceed the original cash amount which shall be used towards the purchase of health insurance after the employee has retired and shall continue until the credit has been expended.

The employee may discontinue participation in such plan and within 30 days shall receive payment for the balance of the cash out (subject to any applicable federal or state taxes).

If the employee dies before the credit is expended, the estate or designated beneficiary of the employee shall, within 30 days, receive the balance in cash and subject to any applicable taxes.

- 9.3 Part-time/temporary employees are not entitled to leave policies or health benefits – only full-time/permanent employees are eligible. A full-time/permanent employee is one who works six (6) hours or more a day and ten (10) months or more a year.
- 9.4 Any employee who works less than 12 months will have wages adjusted to cover for the full year.
- 9.5 Any new employee hired after January 1, 2003 shall pay 15% of health insurance, dental and prescription premiums.

ARTICLE X

SENIORITY

- 10.1 Permanent and provisional employee seniority shall commence on the date of his first day of employment. Employees shall be hired through the Civil Service System, whenever such classification exists. The Civil Service test being given before hiring or the next test date.
- 10.2 All employees which are competitive class positions shall receive tenure upon completion of their probationary period.
- 10.3 When a vacancy occurs, person with equal qualifications may make application for said vacancy.
- 10.4 All newly hired employees shall serve a 6 month probationary period.

- 10.5 Longevity payment of \$650.00 of the years 15, 20, and 25 years, for full time service. It is a onetime payment to be received in a separate check.

ARTICLE XI

SALARY SCHEDULE

11.1 Salaried Positions:

- (1) Senior Account Clerk
- (2) Secretary-Typist
- (3) Bus Driver/Cleaner
- (4) Nurse
- (5) Cook
- (6) Cleaner

A person hired for the position of Bus Driver/Cleaner will be given 90 days to obtain the necessary license to drive bus. Failure to secure the required license within this time period will result in termination.

Starting salaries prior to July 1, 2002 are:

Positions:	<u>2002-2003</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1. \$17,500	\$18,025	\$18,566	\$19,123	\$19,697	\$20,288
2. \$18,000	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867
3. \$17,500	\$18,025	\$18,566	\$19,123	\$19,697	\$20,288
4. \$16,000	\$16,480	\$16,974	\$17,483	\$18,007	\$18,547
5. \$13,500	\$13,905	\$14,322	\$14,752	\$15,195	\$15,651
6. \$16,500	\$16,995	\$17,505	\$18,030	\$18,571	\$19,128

All base salaries will increase 3% each of the five years for positions 1-6 as noted above.

Salaries will be increased 4.4% in 2002-03, 3.5% in 2003-04, 3.5% in 2004-05, 3.5% in 2005-06, and 3.5% in 2006-07 for all positions 1-6.

- 11.2 Hourly Employees starting base salaries will increase 3% each of the five years beginning July 1, 2002 as noted below:

		<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Bus Driver	\$11.00	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75
Typist	\$ 7.50	\$ 7.73	\$ 7.96	\$ 8.20	\$ 8.45	\$ 8.70
Cleaner	\$ 7.25	\$ 7.47	\$ 7.69	\$ 7.92	\$ 8.16	\$ 8.40
Teachers Aide	\$ 6.15	\$ 6.33	\$ 6.52	\$ 6.72	\$ 6.92	\$ 7.13
Noon-Hour Aide	\$ 6.15	\$ 6.33	\$ 6.52	\$ 6.72	\$ 6.92	\$ 7.13
Cafeteria Aide	\$ 6.15	\$ 6.33	\$ 6.52	\$ 6.72	\$ 6.92	\$ 7.13
Teacher's Assistant	\$ 8.00	\$ 8.24	\$ 8.49	\$ 8.74	\$ 9.00	\$ 9.27
Special Bus Aide	\$ 7.00	\$ 7.21	\$ 7.43	\$ 7.65	\$ 7.88	\$ 8.12
ISS Monitor	\$ 8.00	\$ 8.24	\$ 8.49	\$ 8.74	\$ 9.00	\$ 9.27

Salary increases for all part-time and full-time employees:

<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
4.4%	3.5%	3.5%	3.5%	3.5%

An employee who would receive less than \$0.25 per hour as a result of the raise shall receive a \$0.25 per hour wage increase **for each year of the contract.**

All morning bus runs of two (2) hours or less will be paid a minimum of **\$22.00.**

- 11.3 All employees who work (6) hours or more a day and ten (10) or more months a year will be considered full-time employees.
- 11.4 All full-time position vacancies shall be posted for five (5) days.

ARTICLE XII

DUES DEDUCTION

- 12.1 The school district agrees to deduct from the salaries of members of the bargaining unit the amount of membership dues as set by the Support Staff Organization when such deduction is authorized by individuals eligible for such membership. The Organization will notify the Chief School Officer of the current rate of its dues.
- 12.2 The dues deduction authorization will be given by means of the following form:

PAYROLL DEDUCTION AUTHORIZATION

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the Support Staff Organization of Union Free School District, Fort Edward, to deduct from my salary and transmit to said Organization, dues as certified by said Organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing.

Signature: _____ Date: _____

- 12.3 Dues deduction is optional through payroll, but can be made in two (2) installments beginning with the second payroll in September.
- 12.4 The school district agrees to transmit the total sum deducted to the Organization at the end of each month.

ARTICLE XIII

TERMS OF AGREEMENT

- 13.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understanding and agreements arrived at by the parties are set forth in the memorandum of understanding. Therefore, the Board and the Organization, for the term of this agreement, agree that neither shall be obligated to bargain collectively with regard to any matter which is properly the subject of collective bargaining, whether covered or not by the terms of this agreement. It is further agreed, however, by mutual consent of the above parties that the agreement may be reopened for discussion of specific items.
- 13.2 The Organization agrees that it does not assert the right to strike against the Fort Edward U.F.S.D., to assist or participate in any such strike, or to impose, an obligation upon its members to conduct, assist, or participate in any such strike.
- 13.3 This agreement signed this ___ day of _____ shall become effective July 1, 2002, except as otherwise specifically provided, and shall remain in full force and effect until June 30th, 2007, inclusive, and from year to year, thereafter, unless either party gives to the other party a notice in writing prior to January 15th of any succeeding year, of its desire to cancel or change this agreement.

In the event a notice of desire to change is given as aforesaid and the parties do not agree in writing upon the changes to be made, this agreement shall nevertheless continue to effect in its entirety.

For the purpose of this article, it will be considered that notice has been given by the Association when the same has been sent by registered mail addressed to the President of the Board.

It is mutually understood and agreed that the Federal or State Legislation or governmental regulation in effect or which may be enacted or issued and which may be contrary to any provisions in conflict therewith but shall not effect the other provisions of this agreement.

It is mutually understood that all provisions of this agreement are subject to approval of the proper legislative body.

SUPPORT STAFF ORGANIZATION
REPRESENTATIVES:

Michael Pellino
Michael Pellino, President

Stephanie C. DeMaio
Stephanie DeMaio, Committee Member

Michelle Taylor
Michelle Taylor, Committee Member

Paul Aiken
Paul Aiken, Committee Member

Edward Sherwood, Jr.
Edward Sherwood, Jr. Committee Member

BOARD OF EDUCATION
REPRESENTATIVES:

Timothy Smith
Timothy Smith, Board President

Vincent Benware
Vincent Benware, Board Member

Stanley W. Maziejka
Stanley W. Maziejka,
Superintendent of School